

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA *ex rel.*
YANG SUP CHA,

Plaintiff,

v.

ANYCLO INTERNATIONAL, INC., *et*
al.,

Defendants.

HON. ESTHER SALAS

Civil Action No. 18-11863 (ES) (MAH)

CONSENT JUDGMENT

Plaintiff United States of America (the “United States”) and Defendant Anyclo International, Inc. (“Anyclo,” and together with the United States, the “Parties”), hereby stipulate, agree and consent to the entry of this judgment based upon the following uncontested allegations:

1. This Court has jurisdiction over this case under 28 U.S.C. §§1331, 1345, 1367(a). Anyclo consents to the jurisdiction of the United States District Court for the District of New Jersey for the resolution of this dispute.
2. On or about the 7th day of February 2023, Anyclo entered into a Settlement Agreement with the United States for the purpose of resolving a dispute (the “Settlement Agreement”). A copy of the Settlement Agreement is attached hereto as Exhibit 1 and incorporated by reference herein.

3. Under the terms of the Settlement Agreement, Anyclo agreed to pay to the United States the sum of two million fifty thousand dollars (\$2,050,000) (the “Settlement Amount”) and interest on the Settlement Amount at a rate of 2% per annum from February 7, 2023. Under the terms of the Settlement Agreement, Anyclo was obligated to pay two hundred thousand dollars (\$200,000) within 30 days of the parties signing the Settlement Agreement, and the remaining one million eight hundred fifty thousand dollars (\$1,850,000), plus interest at 2% per annum, in five equal installments over a period of 15 months.

4. In the Settlement Agreement, Anyclo also agreed that in case Anyclo fails to pay the Settlement Amount (“Default”), and fails to cure the Default within seven (7) calendar days of receiving the Notice of Default in the absence of an agreement with the United States to a modified payment schedule (triggering an “Uncured Default” as defined in the Settlement Agreement), the United States may file a Consent Judgment against Anyclo in the amount of the unpaid balance of the Settlement Amount.

5. Anyclo has failed to make one or more payments in accordance with the Settlement Agreement and is now in an Uncured Default under the terms of the Settlement Agreement. Concurrent with the filing of this Consent Judgment, the United States has filed Exhibit 2 setting forth a statement of debt, showing the amount due and owing under the Settlement Agreement as of the date of default.

ACCORDINGLY, THIS COURT enters judgment for the United States against Anyclo in the amount set forth in Exhibit 2, plus post-judgment interest at the rate of 10% per annum, compounded daily from the date this Consent Judgment is entered until it is satisfied. This Court retains jurisdiction over this action.


IT IS SO ORDERED in the District of New Jersey this 10th day of October, in the year 2023.



HON. ESTHER SALAS

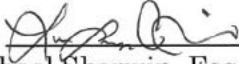
The undersigned consent to the entry of this Consent Judgment:

Dated: Feb 7th 2023

BY: 


Dong Geun Song
Chief Executive Officer
Anyclo International, Inc.

Dated: Feb 7th 2023

BY: 

Michael Sherwin, Esq.
Daniel S. Lee, Esq.
Kobre & Kim LLP
1919 M Street NW
Washington, DC 20036
Counsel for Anyclo International, Inc.

Dated: 2/08/2023

BY: 

DAVID V. SIMUNOVICH
Assistant United States Attorney
United States Attorney's Office
District of New Jersey